

**ENTERED**

April 01, 2022

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
FIELDWOOD ENERGY III LLC, <i>et al.</i> ,	§	Case No. 20-33948 (MI)
	§	
Post-Effective Date Debtors. <sup>1</sup>	§	(Jointly Administered)
	§	Re: Docket Nos. 1489, 1751

**STIPULATION AND ORDER BETWEEN AND AMONG QUARTERNORTH  
ENERGY LLC, THE PLAN ADMINISTRATOR, THE FWE I SOLE MANAGER,  
AND ENERGY TRANSFER RESOLVING ADJOURNED CURE DISPUTE**

This stipulation and order (the “**Stipulation and Order**”) is entered into between and among (i) QuarterNorth Energy LLC (“**QuarterNorth**”), (ii) the Plan Administrator of the above-captioned cases, (iii) Jon Graham, solely in his capacity as the sole manager of GOM Shelf LLC and FW GOM Pipeline (the “**FWE I Sole Manager**”), and (iv) Sea Robin Pipeline Company, LLC, West Cameron Dehydration Company, L.L.C., Florida Gas Transmission, LLC, Stingray Pipeline Company, L.L.C., Trunkline Gas Company, LLC and Trunkline Field Services LLC (collectively, “**Energy Transfer**”, and together with QuarterNorth, the Plan Administrator, and the FWE I Sole Manager, the “**Parties**”).<sup>2</sup> The Parties hereby stipulate and agree as follows:

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<sup>1</sup> The Post-Effective Date Debtors, along with the last four digits of each Post-Effective Date Debtor’s federal tax identification number, as applicable, are: Fieldwood Energy III LLC (6778); Fieldwood Energy Offshore LLC (4494), Fieldwood Energy Inc. (4991), GOM Shelf LLC (8107), and FW GOM Pipeline, Inc. (8440). Fieldwood Energy III LLC, Fieldwood Energy Offshore LLC, and Fieldwood Energy Inc. are managed and operated by the Plan Administrator, whose primary mailing address is 16255 Ventura Blvd., Suite 440, Encino, CA, 91436, C/O of Province LLC. GOM Shelf LLC and FW GOM Pipeline, Inc. (collectively, the “**Post-Effective Date FWE I Subsidiaries**”) are managed and operated by Jon Graham, as sole manager of each Post-Effective Date FWE I Subsidiary. The Debtors in the other nine pending chapter 11 cases (which continue to be jointly administered with the cases of the Post-Effective Date Debtors), each of which have either been dissolved or merged into other entities as of the Effective Date, consist of the following: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422).

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Plan (as defined herein).

WHEREAS, commencing on August 3, 2020 (the “**Petition Date**”), each of the Debtors filed a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”);

WHEREAS, prior to the Petition Date, Fieldwood posted the following cash deposits, which are currently held by Energy Transfer: \$775,000 with Sea Robin Pipeline Company, LLC (the “**Sea Robin Deposit**”); \$200,000 with Trunkline Gas Company, LLC (the “**Trunkline Deposit**”); \$150,000 with Florida Gas Transmission Company (the “**Florida Gas Deposit**”); and \$127,000 with Stingray Pipeline Company, L.L.C. (the “**Stingray Deposit**”, and together with the Sea Robin Deposit, the Trunkline Deposit, and the Florida Gas Deposit, the “**Energy Transfer Cash Deposits**”);

WHEREAS, Energy Transfer filed proofs of claim nos. 1, 8, 9, 10,<sup>3</sup> 95, 96, 98, 100, and 102 (as amended, supplemented, or modified, the “**Energy Transfer Proofs of Claim**”), which assert, in aggregate, that Energy Transfer is owed \$231,852.29<sup>4</sup> in connection with the executory contracts to which it is a party;

WHEREAS, Fieldwood Energy III LLC<sup>5</sup> (“**Fieldwood**”) and/or Fieldwood Energy Offshore LLC on the one hand, and one or more Energy Transfer entities, on the other, are party to various agreements which are identified on the Schedule of Assumed Contracts for (i) assumption and assignment to QuarterNorth, (ii) allocation to GOM Shelf LLC and/or FW GOM

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<sup>3</sup> POC No. 10 was resolved by that certain *Ongoing Trade Agreement for Unsecured Trade Creditor* entered into between the Post-Effective Date Debtors, QuarterNorth and West Cameron Dehydration Company, L.L.C. on December 2, 2021.

<sup>4</sup> The individual breakdown of the amounts asserted in the Energy Transfer Proofs of Claim is as follows: POC No. 1 (\$2,624.09); POC No. 8 (contingent/unliquidated); POC No. 9 (contingent/unliquidated); POC No. 10 (\$9,401.16); POC No. 95 (contingent/unliquidated); POC No. 96-2 (amending POC No. 96-1, \$187,555.01); POC No. 98 (contingent/unliquidated); POC No. 100 (\$1,422.55); POC No. 102 (\$30,849.48).

<sup>5</sup> As contemplated by the Plan, Fieldwood Energy LLC changed its name to Fieldwood Energy III LLC following a Divisive Merger pursuant to the Initial Plan of Merger.

Pipeline, Inc., as applicable, or (iii) allocation to Fieldwood Energy III LLC, Fieldwood Energy Offshore LLC, or Fieldwood Energy Inc., as applicable, pursuant to the terms of the Debtors' *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* (ECF No. 2008) (the "**Plan**");

WHEREAS, the Debtors' proposed Cure Amount listed for each agreement on the Schedule of Assumed Contracts is \$0;

WHEREAS, on June 4, 2021, Energy Transfer filed an *Objection to Notice to Contract Parties to Executory Contracts and Unexpired Leases of the Schedule of Assumed Contracts and Cure Amounts and Reservation of Rights* (ECF No. 1489), objecting to the Debtors' proposed \$0 Cure Amount for each of the agreements listed on the Schedule of Assumed Contracts (the "**Energy Transfer Cure Dispute**");

WHEREAS, Fieldwood and/or Fieldwood Energy Offshore LLC on the one hand, and one or more Energy Transfer entity, on the other, are party to multiple executory contracts (all such executory contracts, collectively, the "**Energy Transfer Agreements**");

WHEREAS, in connection with entry of the Confirmation Order, the Debtors and Energy Transfer agreed that all determinations with respect to which Energy Transfer Agreements the Debtors would assume, assume and assign, or reject, other than a determination with respect to the Stingray OOA, would be reserved pending resolution of the Energy Transfer Cure Dispute;

WHEREAS, on June 25, 2021, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors and (II) Granting Related Relief* (ECF No. 1751) (the "**Confirmation Order**"), confirming the Debtors' Plan;

WHEREAS, pursuant to paragraph 38 of the Confirmation Order and Section 8.2 of the Plan, and subject to paragraph 73 of the Confirmation Order, the Debtors and Energy Transfer agreed to adjourn the hearing on the Energy Transfer Cure Dispute to a time after the Confirmation Hearing;

WHEREAS, pursuant to paragraph 73 of the Confirmation Order, Energy Transfer's valid setoff or recoupment rights, if any, with respect to the Energy Transfer Cash Deposits are preserved pending resolution of the Energy Transfer Cure Dispute;

WHEREAS, that certain *Ownership and Operating Agreement for Stingray Pipeline Separation Facilities* (the "**Stingray OOA**"), to which Fieldwood and Energy Transfer are party, was rejected on the Effective Date pursuant to Section 8.1 of the Plan, and Energy Transfer asserted a rejection damages claim in the amount of \$84,567.30 (the "**Stingray Rejection Damages Claim**");

WHEREAS, the Parties have negotiated in good faith to resolve the Energy Transfer Cure Dispute and the Stingray Rejection Damages Claim on the terms and conditions set forth in this Stipulation and Order.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into this Stipulation and Order, the Parties hereby stipulate and agree as follows:

1. Adequate assurance of future performance of each of the Energy Transfer Agreements set forth on **Exhibit A** hereto (collectively, the "**Assumed Energy Transfer Agreements**") has been provided.

2. The total aggregate Cure Amount for the Assumed Energy Transfer Agreements is \$194,791.97, which Cure Amount shall be apportioned among the Assumed Energy Transfer Agreements and payable by the applicable entities as set forth on **Exhibit A** hereto.

3. Upon the Bankruptcy Court's approval and entry of this Stipulation and Order, (i) the Assumed Energy Transfer Agreements shall be deemed assumed and assigned or allocated, as applicable, as of the Effective Date of the Plan pursuant to the terms of the Plan Documents, which include the Confirmation Order and the Plan, and (ii) the Energy Transfer Cure Dispute shall be deemed resolved.

4. Upon the Bankruptcy Court's approval and entry of this Stipulation and Order, the Energy Transfer Agreements set forth on **Exhibit B** (the "**Rejected Energy Transfer Agreements**") hereto shall be deemed rejected as of the Effective Date of the Plan.

5. Upon the Bankruptcy Court's approval and entry of this Stipulation and Order, in full and complete satisfaction of the Stingray Rejection Damages Claim, Energy Transfer shall be authorized to set off \$84,567.30 against the \$127,000 in the Stingray Deposit, leaving a balance of \$42,432.70 in the Stingray Deposit.

6. Energy Transfer shall have until thirty (30) days after approval and entry of this Stipulation and Order (*i.e.*, the Cure Dispute Rejection Damages Bar Date) to file with the Bankruptcy Court any proof of claim for damages arising from the rejection of the Rejected Energy Transfer Agreements, except for any damages relating to the rejection of the Stingray OOA which have been fully and finally satisfied and released pursuant to this Stipulation and Order. Energy Transfer shall serve a copy of any proof of claim filed on counsel for the Plan Administrator on or before the Cure Dispute Rejection Damages Bar Date. For the avoidance of doubt, other than as set forth in the immediately preceding sentence, Energy Transfer is barred from filing any proofs of claim for rejection damages arising from any Energy Transfer Agreement.

7. The Energy Transfer Cash Deposits may only be used to set off valid, undisputed amounts that become due after the Effective Date and solely in accordance with the terms of the applicable Assumed Energy Transfer Agreement.

8. Upon entry of this Stipulation and Order, each of the Energy Transfer Proofs of Claim shall be deemed fully satisfied and released and Prime Clerk, LLC shall be authorized and directed to remove the Energy Transfer Proofs of Claim from the official claims register.

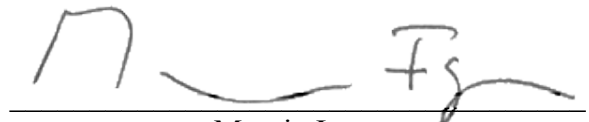
9. This Stipulation and Order shall not be modified, altered, amended or supplemented except by a writing executed by all Parties through their authorized representatives.

10. The terms and conditions of this Stipulation and Order shall be immediately effective and enforceable upon entry by the Bankruptcy Court.

11. The Bankruptcy Court retains jurisdiction over all matters related to this Stipulation and Order.

**IT IS SO ORDERED.**

Signed: April 01, 2022

  
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Marvin Isgur  
United States Bankruptcy Judge

IN WITNESS WHEREOF, this Stipulation and Order has been executed and delivered as of the day and year first below written.

Dated: March 31, 2022

/s/ Yelena Archiyan

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*Attorneys for QuarterNorth Energy LLC*

-and-

/s/ Jon Graham

Jon Graham, solely in his capacity as Sole Manager of the Post-Effective Date FWE I Subsidiaries

**EXHIBIT A**

Assumed Energy Transfer Agreements



						Applicable Entity		
#	Date	Category	Contract Description	Known Contract Counterparties	Cure Amount	FW I	QNE	FW III
865	12/1/2013	Marketing - Transportation	Searobin East - Retrtgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company – 2683	Fieldwood Energy LLC and Sea Robin Pipeline Company	\$1,032.64	x		
866	12/1/2013	Marketing - Transportation	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company – 2666	Fieldwood Energy LLC and Sea Robin Pipeline Company	\$16,626.62	x		x
867	12/1/2013	Marketing - Transportation	Searobin West PTR Transprt, max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company – 2669	Fieldwood Energy LLC and Sea Robin Pipeline Company	\$0.00	x		
868	12/1/2013	Marketing - Transportation	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company – 2680	Fieldwood Energy LLC and Sea Robin Pipeline Company	\$716.88	x		x
869	12/1/2013	Marketing - Transportation	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company – 2669	Fieldwood Energy LLC and Sea Robin Pipeline Company	\$52,583.70	x		
870	8/1/2018	Marketing - Gathering	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company	Fieldwood Energy LLC and Sea Robin Pipeline Company	\$0.00	x	x	
871	12/1/2013	Marketing - Transportation	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company – 2682	Fieldwood Energy LLC and Sea Robin Pipeline Company	\$23,262.74	x		
872	12/1/2013	Marketing - Transportation	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company	Fieldwood Energy LLC and Sea Robin Pipeline Company	\$0.00	x	x	
879	2/1/2018	Marketing - Transportation	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC	Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC	\$9,795.65	x		
881	5/1/2001	Marketing - Separation & Stabilization	Retrograde Condensate Separation by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC	Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC	\$1,313.69	x		
884	10/1/2004	Marketing - Transportation	Liquid Hydrocarbons Injector by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC	Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC	\$0.00	x		
888	1/19/2012	Marketing - Separation & Stabilization	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC	Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC	\$0.00	x		
890	5/1/2015	Marketing - Transportation	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC	Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC	\$0.00	x		
893	5/5/2006	Marketing - Transportation	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC	Fieldwood Energy LLC and Sea Robin Pipeline Company,	\$0.00	x		

#	Date	Category	Contract Description	Known Contract Counterparties	Cure Amount	FW I	QNE	FW III
				LLC				
918	1/1/2012	Marketing - Transportation	Stingray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)	Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating)	\$0.00	x		
919	12/1/2003	Marketing - Transportation	Stingray Reserve Dedication VR Block 326 \$.10 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating) - 103047	Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating)	\$0.00	x		
921	1/1/2010	Marketing - Transportation	Liquids Transportation Service by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC and Stingray Pipeline Company LLC	Fieldwood Energy LLC and Stingray Pipeline Company LLC	\$0.00	x		
922	2/1/1995	Marketing - Transportation	Liquids Transportation Service by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC and Stingray Pipeline Company LLC	Fieldwood Energy LLC and Stingray Pipeline Company LLC	\$0.00	x		
923	1/1/2012	Marketing - Transportation	Liquids Transportation Service by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC and Stingray Pipeline Company LLC	Fieldwood Energy LLC and Stingray Pipeline Company LLC	\$0.00	x		
1064	10/1/2011	Marketing - Transportation	Searobin West Pipeline - sandridge /Dynamic IT transport plus Discount letter for SMI 142 and SMI 40 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company	Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company	\$11.96		x	
1065	10/1/2011	Marketing - Transportation	Searobin Pipeline - sandridge /Dynamic IT transport by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company - 2325	Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company	\$0.00	x		
1067	8/1/2012	Marketing - Transportation	Searobin West Discounted Trans = .1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & EI 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company	Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company	\$0.00			x
1070	10/1/2011	Marketing - Transportation	Searobin West Pipeline - sandridge /Dynamic IT Retrograde by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company	Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company	\$0.00		x	
1071	10/1/2011, discount letter 9/16/2011	Marketing - Transportation	Searobin West IT PTR Contract for Discount SMI 142 and SMI 40 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company	Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company	\$0.12		x	
1625	2/23/2017	Marketing - Pipeline Transport	Stingray Precedent Agreement by and between Stingray Pipeline Company L.L.C. and Fieldwood Energy LLC	Stingray Pipeline Company L.L.C. and Fieldwood Energy LLC	\$0.00	x		x
1981	8/28/1998	Marketing - Connection Agreement	Meter 82634 - Facilities Interconnect and Reimbursement Agreement	SEA Robin Pipeline Company, LLC	\$0.00	x		
1982	Undated	Marketing - Connection Agreement	Meter 80416 - Pipeline Interconnect Agreement	SEA Robin Pipeline Company, LLC	\$0.00	x		
1983	4/2/2015	Marketing - Connection Agreement	Meter 80261 - Facilities Interconnect and Reimbursement Agreement	SEA Robin Pipeline Company, LLC	\$19,411.65	x		

#	Date	Category	Contract Description	Known Contract Counterparties	Cure Amount	FW I	QNE	FW III
1984	9/10/2014	Marketing - Connection Agreement	Meter 82507 - Facilities Interconnect and Reimbursement Agreement	SEA Robin Pipeline Company, LLC	\$0.00	x		
1985	9/26/2002	Marketing - Connection Agreement	Water Saturated Gas Agreement	SEA Robin Pipeline Company, LLC	\$0.00	x		
1986	12/1/2006	Marketing - Connection Agreement	Meter 94042 - Facilities Interconnect and Reimbursement Agreement	SEA Robin Pipeline Company, LLC	\$17,594.55	x		
1987	10/30/1998	Marketing - Connection Agreement	Measurement Service Agreement for Measurement Facilities at SMI 39	SEA Robin Pipeline Company, LLC	\$4,189.73			x
1988	2/1/2008	Marketing - Connection Agreement	Meter 94124 - Facilities Interconnect and Reimbursement Agreement	SEA Robin Pipeline Company, LLC	\$13,577.67	x		
1989	11/1/2006	Marketing - Processing	K112032 - Dehydration Agreement	West Cameron Dehydration Company, LLC	\$3,936.76		x	
1990	12/1/2013	Marketing - Transportation	Florida Gas Transmission - SP - Pooling agreement K 115545	Fieldwood Energy LLC and Florida Gas Transmission Company LLC	\$0.00	x		x
1991	12/1/2013	Marketing - Transportation	Florida Gas Transmission - ITS-WD (western division) agreement K 115548	Fieldwood Energy LLC and Florida Gas Transmission Company LLC	\$0.00	x		x
1992	12/1/2013	Marketing - Transportation	Florida Gas Transmission - ITS-Market Area - agreement K 115546	Fieldwood Energy LLC and Florida Gas Transmission Company LLC	\$0.00	x		x
1993	12/1/2013	Marketing - Transportation	Trunkline Gas company, LLC - IT -29561 - interruptible Agreement	Fieldwood Energy LLC and Trunkline Gas Company, LLC	\$0.00	x		
1994	12/1/2013	Marketing - Transportation	Trunkline Gas company, LLC - IT -29562 - interruptible Pooling West-LA	Fieldwood Energy LLC and Trunkline Gas Company, LLC	\$0.00	x		
1995	12/1/2013	Marketing - Transportation	Trunkline Gas company, LLC - IT -29570 - interruptible Pooling East0LA	Fieldwood Energy LLC and Trunkline Gas Company, LLC	\$30,713.59	x		
1996	11/11/2018	Marketing - Transportation	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company IT-NRCM S-3219	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company	\$0.00	x	x	
1997	12/1/2013	Marketing - Transportation	Master ITS Flash contract 2668 - Searobin West - Transport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company	Master ITS Flash contract 2668 - Transport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company	\$0.00	x	x	
1998	12/1/2013	Marketing - Transportation	Master POOL - Pooling contract 2667 - Searobin West pooling agreement - Transport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company	Master ITS Flash contract 2667 - Transport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company	\$0.00	x	x	
1999	12/1/2012	Marketing - Transportation	Oil Liquids Transportation Agreement LTA Contract No. 310165	Liquids Transportation Service by and	\$24.02		x	

#	Date	Category	Contract Description	Known Contract Counterparties	Cure Amount	FW I	QNE	FW III
				between Fieldwood Energy Offshore LLC and Stingray Pipeline Company LLC				
2000	1/1/2010	Marketing - Transportation	Oil Liquids Transportation Agreement LTA Contract No. 115976	Liquids Transportation Service by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC	\$0.00	<b>x</b>		
2001	2/1/1995	Marketing - Transportation	Oil Liquids Transportation Agreement LTA Contract No. 102710	Fieldwood Energy LLC and Stingray Pipeline Company LLC	\$0.00		<b>x</b>	
2002	7/30/2009	Marketing - Transportation	IT Transport Agreement - Stingray Reserve Dedication and Commodity Discount Rate Agreement k 115637	Fieldwood Energy LLC and Stingray Pipeline Company LLC	\$0.00		<b>x</b>	
2003	12/1/2016	Marketing - Transportation	Stingray Pipeline Company LLC - IT Transport - 400017 - HI 330 Discount \$.10	Fieldwood Energy LLC and Stingray Pipeline Company LLC	\$0.00	<b>x</b>	<b>x</b>	
				<b>Total</b>	<b>\$194,791.97</b>			

**EXHIBIT B**

Rejected Energy Transfer Agreements

Date	Category	Contract Description	Known Contract Counterparties
3/6/1974	Marketing - Operations, Management & Ownership Agreements	Ownership and Operating Agreement - for Stingray Pipeline Separation Facilities – contract # K27094 re: WC 485, WC 269, WC507	Fieldwood Energy LLC and Stingray Pipeline Company, L.L.C.
Unknown	Meter Fee	Meter Fee – contract # 115616 re: VR 326	Fieldwood Energy LLC and Stingray Pipeline Company, L.L.C.
Unknown	Meter Fee	Meter Fee – contract # 115737 re: WC 485	Fieldwood Energy LLC and Stingray Pipeline Company, L.L.C.
7/1/1997	Lease of Platform Space	Lease of Offshore Platform Space Gas Measurement Facility, Pipeline Rise, Liquids Scrubber Facility: A-LOPS-SM128	Fieldwood Energy LLC and Trunkline Gas Company LLC
Unknown	Marketing - Operations, Management & Ownership Agreements	Operator agreement by and between GOM Shelf LLC and Florida Gas Transmission	GOM Shelf LLC and Florida Gas Transmission